

SECTION E, INSPECTION AND ACCEPTANCE

(X) E01 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-2

This solicitation/contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. The World Wide Web has many sites to view the references in full text; however, upon request, the Contracting Officer will make their full text available.

FAR 52.246-4 Inspection of Services Fixed Price (Aug 1996)

DFARS 252.246-7000 Material Inspection and Receiving Report (DEC 1991)

(X) E02 - INSPECTION AND ACCEPTANCE (APR 1984) DSCC 52.246-9C16

The Contracting Officer's Technical Representative—TO BE DETERMINED (See Clause H03)—is designated as the point of final inspection and acceptance by the Government of all items required by the contract. The Contracting Officer reserves the right to change the COTR or to appoint alternate COTR(s) as needed. Such changes or new appointments should be made by modifications to the contract. In addition, the contractor will be provided copies of the contract administration plan detailing the responsibilities and limitations of authority of the COTR.

SECTION F, DELIVERIES OR PERFORMANCE

(X) F01 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-2

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**FAR 52.242-15
FAR 52.242-17**

**Stop Work Order (AUG 1989)
Government Delay of Work (APR 1984)**

(X) F02 - PERFORMANCE (APR 1984) DSCC 52.211-9C06

(X) Services shall be performed as prescribed by _____
Section C.

Note: Base period commence upon completed transition period.

() All services must be completed on or before _____.

() Other: _____.

SECTION G, CONTRACT ADMINISTRATION DATA

(X) G01. The Administration Contracting Officer (ACO) shall be designated below at time of award for information relating to contract administration.

(X) G02 - INVOICING INSTRUCTION

(a) Invoices/vouchers shall be submitted on not more than a monthly basis. The amount claimed to be due for services rendered shall be indicated for Contract Line Item Numbers (CLINS). There will be a lapse of no more than thirty days between performance and submission of invoices.

(b) The contractor shall prepare six (6) copies of invoices/vouchers. The original and four copies of the invoices/vouchers will be forwarded to the COTR for certification. The COTR will then forward to the appropriate Defense Finance and Accounting Services office as indicated on the Standard Form 33 of the contract for payment. One (1) information copy will be forwarded to the Administrative Contracting Officer (ACO).

(c) Invoices/vouchers will contain the following information:

1. Contract Number, Delivery Order Number and/or Modification Number, and CLIN.
2. Description of Work.
3. If applicable, hourly rates, and number of labor hours.
4. If applicable, other costs incurred and allowable under the contract and identification of such costs.
5. A certificate for the COTR's signature stating:

(I have reviewed invoiced/vouchered costs and certify that they appear correct and accurate.)

(COTR Signature)

SECTION H, SPECIAL CONTRACT REQUIREMENTS

(X) H01 - POST-AWARD CONFERENCE (APR 1984) DSCC 52.242-9C02

At the time of contract award or within 10 calendar days after award the contractor will be required to attend a conference at DSCC. The purpose of the conference is to highlight essential contract requirements and answer any questions the contractor may have prior to commencement of work. The Contracting Officer will arrange with the Contractor as to the time and date and location of conference.

(X) H02 - INSURANCE (SEP 1989) DSCC 52.228-9C02

The kinds and minimum amounts of insurance required by FAR 52.228-5 are as follows:

<u>TYPE</u>	<u>MINIMUM AMOUNT</u>
1. General Liability Insurance Bodily Injury	\$500,000 per occurrence
2. Automobile Liability Insurance	\$ 20,000 per person
Property Damage	\$200,000 per person
Bodily Injury	\$500,000 per occurrence

(X) H03 - DESIGNATION OF COTR

(a) The Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) for this contract in writing prior to performance. The COTR is responsible for monitoring progress and overall management of contractor performance hereunder. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of subject contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

(b) On all matters that pertain to contract terms, the contractor will contact the Contracting Officer. When, in the opinion of the contractor, the COTR requests effort outside the existing scope of the order or contract, the contractor will promptly notify the Contracting Officer in writing. No action will be taken by the contractor under such request unless and until the Contracting Officer has issued a contractual modification.

SECTION I, CONTRACT CLAUSES

(X) I01 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-2

This solicitation/contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. The World Wide Web has many sites to view the references in full text; however, upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

<u>FAR Ref. No.</u>	<u>Clause Title and Date</u>
FAR 52.202-1	Definitions (OCT 1995)
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JUN 1997)
FAR 52.204-2	Security Requirements (AUG 1996)
FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.215-2	Audit and Records - Negotiation (AUG 1996)
FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
FAR 52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits Other Than Pension (PRB) (OCT 1997)
FAR 52.217-2	Cancellation Under Multi-Year Contracts (OCT 1997)
FAR 52.217-8	Option to Extend Services (AUG 1989) (Applicable with FAR 52.217-9)
FAR 52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JAN 1999)
FAR 52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1999)
FAR 52.219-16	Liquidated Damages - Small Business Subcontracting Plan (JAN 1999)
FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (JAN 1999)
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-3	Convict Labor (AUG 1996)
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
FAR 52.222-26	Equal Opportunity (FEB 1999)
FAR 52.222-35	Affirmative Action for Disabled and Veterans and Veterans of the Vietnam Era (APR 1998)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam ERA (JAN 1999)
FAR 52.222-41	Service Contract Act of 1965, As Amended (MAY 1989)
FAR 52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)

FAR 52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment (MAY 1989)
FAR 52.222-48	Exemption from Application of Service Contract Act Provision (AUG 1996)
FAR 52.223-2	Clean Air and Water (APR 1984)
FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (APR 1998)
FAR 52.223-6	Drug-Free Workplace (JAN 1997)
FAR 52.223-10	Waste Reduction Program (OCT 1997)
FAR 52.223-14	Toxic Chemical Release Reporting (OCT 1996)
FAR 52.225-11	Restriction on Certain Foreign Purchases (AUG 1998)
FAR 52.227-1	Authorization and Consent (JUL 1995)
FAR 52.227-3	Patent Indemnity (APR 1984)
FAR 52.227-14	Rights in Data – General (JUN 1987)
FAR 52.227-16	Additional Data Requirements (JUN 1987)
FAR 52.228-5	Insurance - Work on A Government Installation (JAN 1997)
FAR 52.229-3	Federal, State, and Local Taxes (JAN 1991)
FAR 52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
FAR 52.230-2	Cost Accounting Standards (APR 1998)
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
FAR 52.230-6	Administration of Cost Accounting Standards (APR 1996)
FAR 52.232-1	Payments (APR 1984)
FAR 52.232-8	Discounts for Prompt Payments (MAY 1997)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
FAR 52.232-11	Extras (APR 1984)
FAR 52.232-17	Interest (JUN 1996)
FAR 52.232-18	Availability of Funds (APR 1984)
FAR 52.232-21	Limitation of Cost (Facilities) (Apr 1984)
FAR52.232-22	Limitation of Funds (Apr 1984)
FAR 52.232-23	Assignment of Claims (JAN 1986)
FAR 52.232-25	Prompt Payment (JUN 1997)
FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
FAR 52.233-1	Disputes (DEC 1998), Alternate I (DEC 1991)
FAR 52.233-3	Protest After Award (AUG 1996)
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
FAR 52.237-3	Continuity of Services (JAN 1991)
FAR 52.242-2	Production Progress Reports (APR 1991)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.243-1	Changes-Fixed-Price (AUG 1987), Alternate I (APR 1984), Alternate II (APR 1984)
FAR 52.244-5	Competition in Subcontracting (DEC 1996)
FAR 52.245-1	Property Records (APR 1984)
FAR 52.245-19	Government Property Furnished “As Is” (APR 1984)
FAR 52.246-25	Limitation of Liability – Services (FEB 1997)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (JUNE 1997)
FAR 52.248-1	Value Engineering (MAR 1989)
FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

**II. DEPARTMENT of DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT
(48 CFR CHAPTER 2) CLAUSES**

<u>DFARS Ref. No.</u>	<u>Clause Title and Date</u>
DFARS 252.203-7001	Special Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Mar 1999)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.215-7000	Pricing Adjustments (Dec 1991)
DFARS 252.215-7002	Cost Estimating System Requirement (OCT 1998)
DFARS 252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
DFARS 252.223-7004	Drug-Free Work Force (SEP 1988)
DFARS 252.223-7001	Hazard Warning Labels (DEC 1991)
DFARS 252.223-7004	Drug-Free Work Force (SEP 1988)
DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
DFARS 252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 1992)
DFARS 252.227-7013	Rights in Technical Data -- Non-Commercial Items (NOV 1995)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
DFARS 252.227-7030	Technical Data – Withholding of Payments (OCT 1988)
DFARS 252.227-7036	Declaration of Technical Data Conformity (JAN 1997) (Contractor's written certification required as specified in paragraph (a) of the clause)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 1995)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.243-7001	Pricing of Contract Modification (DEC 1991)

**III. DEFENSE LOGISTICS AGENCY FEDERAL ACQUISITION REGULATION SUPPLEMENT
CHAPTER 137, TITLE 10, U.S.C.) CLAUSES**

<u>DLAD Ref. No</u>	<u>Clause Title and Date</u>
DLAD 52.223-9000	Material Safety Data Sheets and Hazard Warning Labels

(X) I02 – PROCEDURES FOR MODIFYING AND COMPLETING PROVISIONS AND CLAUSES (FEB 1999) 53.104

This solicitation/contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text with minor modification for clarity in requirements. The World Wide Web has many sites to view the references in full text, however, upon request, the Contracting Officer will make their full text available.

Incorporate the following stated modifications to referenced clauses:

FAR 52.207-3 Right of First Refusal of Employment (NOV 1991)

Paragraph (b) is replaced with the following language:

(b) Within 90 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

FAR 52.245-8 Liability For The Facilities (JAN 1997)

Paragraph (a), is modified to add the following definition:

(a) "Facilities," as used in this clause means property used for production, maintenance, research, development, or testing. It includes plant equipment and real property. It does not include material, special test equipment, special tooling, or agency-peculiar property.

FAR 52.245-11 Government Property (Facilities Use) (APR 1984)

Paragraph (a) Definitions, is replaced with the following language:

(a) Definitions.

"Facilities," as used in this clause, means property used for production, maintenance, research, development, or testing. It includes plant equipment and real property. It does not include material, special test equipment, special tooling, or agency-peculiar property.

"Material," as used in this clause, means property that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract. It includes assemblies, components, parts, raw and processed materials, and small tools and supplies that may be consumed in normal use in performing a contract.

"Plant equipment," as used in this clause, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary and accessory and auxiliary items} for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

"Property," as used in this clause, means all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and agency-peculiar property.

"Real property," as used in this clause means all land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

"Related contract," as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(X) I03 – ALLOWABLE COST AND PAYMENT (APR 1998) FAR 52.216-7
Applicable to Cost Reimbursement CLINs only

(X) I04 – QUALIFICATION REQUIREMENTS (FEB 1995) FAR 52.209-1

(a) Definition: "Qualification Requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of

this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contract the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for any opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
Manufacturer's Name _____
Source's Name _____
Item Name _____
Service Identification _____
Test Number _____
(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires re-evaluation of the qualification. Similarly, any change in location or ownership of previously qualified manufacturer or source requires re-evaluation of the qualification. The re-evaluation must be accomplished before the date of award.

(X) I05 – NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR 52.215-19

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon requests;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(X) I06 – INDEFINITE QUANTITY (OCT 1995) FAR 52.216-22

Applicable to ID/IQ CLINs only

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within the period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligation with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract 90 days after performance period.

(X) I07 – ORDERING (OCT 1995) FAR 52.216-18

Applicable to ID/IQ CLINs only.

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued any time upon completion of the transition period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(X) I08 – ORDER LIMITATIONS (OCT 1995) FAR 52.216-19

Applicable to ID/IQ CLINs only.

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one, the government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. No maximum dollar or quality limitations are set for Task Orders issued under the terms of this contract.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitation in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(X) I09 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989) FAR 52.217-9

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days before the contract expires; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(X) I10 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) FAR 52.222-42

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class

Monetary Wage -- Fringe Benefits

See Attachment 2

(X) I11 – SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998) FAR 52.244-6

(a) Definitions.

1. "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
2. "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246)
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veteran of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (Flow down not required for subcontracts awarded beginning May 1, 1996)

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(X) I12 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR 52.252-6

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR supplement (48 CFR Chapter 2) or Defense Logistics Acquisition Regulation Clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**(X) I13 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 1984) - FAR 52.232-19**

Funds are not presently available for performance under this contract beyond Sep 2000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Sep 2000, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(X) I14 - RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) FAR 52.227-23

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights as defined in the Performance Work Statement (PWS), Section C, upon which this contract is based.

(X) I15 – REQUIRED CENTRAL CONTRACTOR REGISTRATION
(MAR 1998) DFAR 252.204-7004

(a) Definitions. As used in this clause –

(1) "**Central Contractor Registration (CCR) database**" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

SECTION J, LIST OF ATTACHMENTS

(X) J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments identified by an "X" in the space provided and made a part hereof.

<u>ATCH/FM NO.</u>	<u>NAME</u>	<u>DATE</u>
(X) DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
(X) SF 33	Solicitation, Offer and Award	Rev 4-85
(X) ---	Section B	---
(X) ---	Sections C through M	---
() ---	Interim Amend. No. _____	
(X) Atch 1	CTDF	
(X) Atch 2	Statement of Equivalent Rates for Federal Hires	
(X) Atch 3	Department of Labor Wage Rate Decision	
(X) Atch 4	Past Performance Questionnaire	
(X) Atch 5	Letter	

SECTION K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

(X) K01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-1

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. The World Wide Web has many sites to view the references in full text; however, upon request, the Contracting Officer will make their full text available.

FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
FAR 52.222-21	Certification of Nonsegregated Facilities (FEB 1999)
DFARS 252.225-7000	Buy American Act-Balance of Payments Program Certification (DEC 1991)

(X) K02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR 52.203-2

(a) The offeror certifies that –

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[insert full name of
person(s) in the offeror's organization responsible for determining the prices offered in this bid or
proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(X) K03 - TAXPAYER IDENTIFICATION (OCT 1998) FAR 52.204-3

(a) Definitions.

(1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be a Social Security Number or an Employee Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701 (c) and 3325 (d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure of refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3[0])). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

(e) Type of organization.

☐ Sole proprietorship

☐ Partnership

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common Parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name_____

TIN_____

(X) K04 - WOMEN-OWNED BUSINESS FAR 52.204-5 (OCT 1995)

(a) Representation. The offeror represents that it () is, () is not a women-owned business concern.

(b) Definition.

"Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**(X) K05 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (MAR 1996) FAR 52.209-5**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --
(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(a)(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the united states and the making of a false, fictitious, or fraudulent certification may render the maker subject to

prosecution under section 1001, title 18, united states code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

(f) certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(X) K06 - DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998) DFARS 252.209-7001**

(a) Definitions. As used in this provision –

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(X) K07 – MINIMUM ACCEPTANCE PERIOD

(a) "Acceptance period", as used in this paragraph, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) The Government requires a minimum acceptance period of 200 calendar days.

(c) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offerors allows the following acceptance period:
_____ calendar days.

(d) In compliance with this solicitation, the offeror agrees, if this offer is accepted within 200 calendar days from the date for receipt of offers specified in block 9 of the Standard Form 33, to furnish any or all services/items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

(X) K08 - SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998) FAR 52.219-1

(a)(1) The standard industrial classification (SIC) code for this acquisition is 4225

(2) The small business size standard is 18.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Joint venture", for purpose of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s).

The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earning must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(X) K09 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
FAR 52.222-22

The offeror represents that --

(a) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(X) K10 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR 52.222-25

The offeror represents that

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(X) K11 - CLEAN AIR AND WATER CERTIFICATION (APR 1984) FAR 52.223-1

The Offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(X) K12 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) FAR 52.223-13

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of EPCRA and section 6607 of PPA; or (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed

under section 313(c) of EPCRA, 42 U.S.C. 11023 (C);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section

- 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C 11023 (f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
- [] (v) The facility is not located within any State of the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(X) K13 – REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987) FAR 52.227-15

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option or order additional data under the Addition Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data – General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that quality as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights or restricted computer software marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data – General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data quality as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) –

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(X) K14 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998) FAR 52.230-1

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1[0].

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this solicitation.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **Certificate of Concurrent Submission of Disclosure Statement.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO where filed: _____

_____.

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **Certificate of Previously Submitted Disclosure Statement.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) **Certificate of Monetary Exemption**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1[0] million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **Certificate of Interim Exemption.**

The offeror hereby certifies that:

- (i) The offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) In accordance with 48 CFR 9903.202-1[0], the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1[0]) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards – Eligibility for Modified Contract Coverage.

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1[0] million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more, or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(X) K15 – REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
(AUG 1992) DFARS 252.247-7022

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it –
_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L, INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

(X) L01 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR
52.252-1

AND

PROCEDURES FOR MODIFYING AND COMPLETING PROVISIONS CLAUSES
(FEB 1999) 53.104

This solicitation/contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text with minor modification for clarify in requirements. The World Wide Web has many sites to view the references in full text; however, upon request, the Contracting Officer will make their full text available.

Incorporate the following stated modifications to referenced clauses:

FAR 52.207-2 Notice of Cost Comparison (Negotiated) (FEB 1993)

Paragraph (c)(1) and (c)(2) is modified to complete the following information:

(c)(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of public review period of 15 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below). The Government assumes no liability for costs incurred during the periods specified in (1) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(c)(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review period of 15 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedures (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(X) L02 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 52.252-2

This solicitation/contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. The World Wide Web has many sites to view the references in full text, however, upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) PROVISIONS:

FAR 52.215-1 Competitive Acquisition (OCT 1997)

FAR 52.215-15 Pension Adjustments & Asset Reversions (DEC 1998)

FAR 52.215-16 Facilities Capital Cost of Money (OCT 1997)

FAR 52.219-24 Small Disadvantaged Business Participation Program-Targets (JAN 1999)

FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
FAR 52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2) PROVISIONS

DFARS 252.209-7003 - Compliance with Veterans Employment Reporting Requirements
(MAR 1998)

(X) L03 - POSTPONEMENT OF OPENING OF OFFERS (OCT 1982) DLAD 52.214-9000

If the opening of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition or strikes) result in closing the designated site for opening offers, so that the conduct of opening as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening will be considered as timely. Offers or modifications or withdrawal of offers received after the time of actual opening of offers, when opening of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7.

(X) L04 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA FAR 52.215-20 (Oct 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information as described in Provision L21 – Cost/Price Proposal and Executed Request for Proposal Documents and Certification:

(X) L05 - PRE-PROPOSAL CONFERENCE (MAR 1990) DSCC 52.215-9C07

(a) Offerors are encouraged to attend a Pre-Proposal conference to be held at the Defense Distribution Depot Warner Robins, Georgia, on May 23 and 24, 1999 at 0830. To arrange attendance at the conference, e-mail Ms. Kathy Manley at defense_depots@dsccl.dla.mil.

(b) The purpose of the conference is to provide the Government an opportunity to explain the solicitation requirements and to respond to questions from prospective offerors. Interested offerors are requested to submit any questions they may have in advance of the conference. Such questions should be directed to the individual identified in Block 10 of the SF 33. Remarks and explanations provided at the conference shall not be considered to supersede or otherwise qualify any of the terms of this solicitation unless formally incorporated by amendment.

(c) Concurrently with the Pre-Proposal conference, the Government will schedule a total of four (4) Distribution Standard System (DSS) Hands on Demonstration (HOD) sessions. Each session will be 4 hours in duration. There will be a morning session from 8:00 – 12:00 and an afternoon session from 12:30-4:30 on Sunday, May 23 and Monday May 24, 1999. A maximum of two representatives from any one company will be allowed to attend the DSS Hands on Demonstration to be held at the Defense Distribution Depot Warner Robins, Georgia. To reiterate, DSS/HOD is concurrent with the Pre-proposal conference and one representative will not be able to attend all functions.

(d) DSS/HOD is being provided with the Government's intent to instruct potential offerors on the functionality of this mandatory transactional system in the Distribution/Warehouse operations. It is encouraged that offerors plan to attend the DSS/HOD. To arrange attendance at DSS/HOD, e-mail Ms. Kathy Manley at defense_depots@dsccl.dla.mil.

(e) Offerors who cannot attend the Pre-Proposal Conference may obtain a copy of the conference minutes from the A-76 Web site at www.supply.dla.mil one week after completion of the Pre-Proposal Conference or the Contracting Officer.

(X) L06 - TYPE OF CONTRACT (APR 1984) FAR 52.216-1 (RFPs only)

The Government contemplates a hybrid Fixed Price (Indefinite Delivery Indefinite Quantity (IDIQ)) Contract with cost reimbursement provisions resulting from this solicitation.

(X) L07 - SERVICE OF PROTEST (AUG 1996) FAR 52.233-2

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt form.

Office of Counsel (DOCCR)
Defense Supply Center Columbus
P.O. Box 16704
Columbus, OH 43216-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(X) L08 - SITE VISIT (APR 1984) FAR 52.237-1

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after award.

NOTE: The site visit will be performed and scheduled in conjunction with the Pre-Proposal Conference.

(X) L09 - MINIMUM ACCEPTANCE PERIOD

The Government requires a minimum of 200 calendar days for acceptance of offers submitted in response to this solicitation.

(X) L10 - TECHNICAL LIBRARY

The Government will have a virtual technical library of technical material referenced in this solicitation. However, DSCC-DR will be the custodian of the library and make available any hard copies requested by potential offerors. DSCC-DR is also the custodian of the virtual portion the library located is at www.supply.dla.mil/a76.

(X) L11 - OFFERORS RESPONDING TO THIS RFP

Offerors shall submit both written proposals and hard copies of oral presentation materials in

the content and format specified by this Section. Oral presentation materials cannot be altered in its context once submitted in response to the RFP.

(X) L12 - SEQUENCE OF EVENTS DURING PROPOSAL EVALUATION

(a) Written proposals and oral presentation materials will receive an initial screening to ensure completeness and compliance with minimum solicitation requirements. Submissions failing to meet stated minimums may not warrant further consideration by the Government as prescribed by evaluation criteria set forth in Section M. During initial screening, emphasis will be focused on Technical Approach (Volume I), Past Performance Proposals (Volume II), Small Business (Volume III) and Cost/Price Proposals and Executed Request for Proposal Documents and Certifications (Volume IV), for purposes of proceeding to oral presentations.

(b) Subsequent to receipt of proposals, communications may be conducted with offerors as deemed necessary by the Government in accordance with the procedures set forth in FAR 15.306. Communications are exchanges between the Government and offerors. They will be conducted as follows:

(1) Requests for clarification and/or information concerning this solicitation shall be submitted in writing either by mail, fax, or electronic mail to the following:

DEFENSE SUPPLY CENTER, COLUMBUS
DSCC-DR
P.O. BOX 3990
COLUMBUS, OH 43216-5000
Attn.: Solicitation SPO700-99-R-7003
Fax Number: (614) 692-6273
Email: defense_depots@dscclia.mil

(2) If sent electronically, the subject shall be "Clarification Solicitation SPO700-99-R-_____" sent within one business day if acknowledgement is not received within one business day, it should be assumed it hasn't been received. The Government assumes no responsibility for delay or loss of electronically transmitted correspondence.

(3) Request for clarification and/or information concerning the solicitation should be submitted in the following format:

Reference: Section____, Page____, Paragraph____, (or Figure____).

Question:_____.

E-mail address to send response:

Name and Fax number:

(4) If requests for clarification involve more than five references within the solicitation document, the request shall be submitted electronically OR on a 3 1/2" double-sided, high-density, floppy disk, in Microsoft Office 97 format to facilitate administrative processing.

(5) No information concerning this solicitation or requests for clarification will be provided in response to offeror-initiated telephone calls. All such requests must be made in writing and submitted to the above addresses. Inquiries will be answered in writing and provided to all offerors. However, because of response time, requests may not be answered if received by the above addressee within 5 calendar days of the due date for offers as specified in this solicitation.

(c) The Government may perform a down select prior to conducting oral presentations. Down selection is a risk reduction strategy that allows full and open competition where all responsible sources are afforded the opportunity to compete for the initial contract award. This technique is structured to provide the flexibility necessary to comparatively assess different approaches to common agency problems, and select the proposal or proposals determined to best facilitate the agency's business process reengineering objectives.

Therefore, offeror's initial proposal should contain the offeror's best terms from a cost or price, past performance, technical and special programs participation standpoint. The Government reserves the right to conduct discussion if the Contracting Officer later determines them to be necessary. However, this is not a competitive range process and can not be considered as such.

(d) In accordance with FAR 15.306(d)(2), the objective of discussions is "to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation." Should discussions be deemed necessary due to proposal weakness, deficiency, or other issues, which must be addressed before award, they will be conducted, either orally or in writing, with only those offerors determined to be within the competitive range.

(e) Discussions shall be accomplished in a timely manner via the most efficient/economical means and should not exceed two days in duration. Where discussions are applicable, Evaluation Notices (ENs) will be provided the offeror identifying areas of proposal deficiency, weakness, or lack of clarity. Offerors shall respond to all ENs during discussions in accordance with guidance provided by the contracting officer.

(f) Once discussions have concluded offerors will be afforded an opportunity to refine their proposals, excluding the oral presentation portion, and requested to submit a proposal revision to the Government. Any adjustment to price reflected in the proposal revision should provide a complete and traceable audit trail as to exactly how the changes took place. Upon completion of an in-depth proposal revision evaluation, contract award will be made to the offeror presenting the best overall value to the Government.

OFFERORS ARE HEREBY ADVISED THE GOVERNMENT RESERVES THE RIGHT TO MAKE AWARD WITHOUT DISCUSSIONS; THEREFORE, OFFERORS SHOULD PROPOSE THE BEST OFFER INITIALLY.

(g) Pre-award debriefings shall be conducted in accordance with FAR 15.505 and post-award debriefings in accordance with FAR 15.506.

(X) L13 - FORMAT FOR WRITTEN PROPOSALS

(a) Written proposals shall be submitted in 4 volumes (Volume I in two parts), in loose-leaf binder(s), as outlined below. Offerors shall attach a binder cover sheet to the outer cover of each volume, which clearly identifies each volume by volume number, volume name, and copy number (i.e., Volume I, Technical Proposal, Part 2, copy 2 of 5), Request for Proposal (RFP) number, date of submission, and Offeror's name. This information shall also be placed on the edge of the binder where it can be seen when placed in a vertical position in a storage cabinet. Use tab indexing to identify all sections within a particular proposal volume. Do not include writing on the tab index page other than that required to identify the particular section.

PROPOSAL PART

REQUIRED NUMBER OF COPIES

VOL I - Technical Proposal (Parts 1* and 2**)	Orig + five copies
VOL II - Past Performance	Orig + five copies
VOL III –Small Business	Orig + five copies
VOL IV-Cost/Price Proposal and Executed Request for Proposal Documents and Certifications	Orig + five copies

*Proposal Vol I Part 1 - Technical Proposal is an Oral Presentation
(Original Chart/Diskette in a sealed envelope + five copies)

**Proposal Vol I Part 2 - Technical Proposal is a Written Proposal (Orig + five copies)

(b) For control purposes, each copy shall be numbered.

(c) For ease of reference in correspondence and meetings, each offeror shall use a page numbering system. Consecutive page numbering within tabs is preferred, e.g., Page 4-5 identifies Tab 4, Page 5. Additionally, for document control purposes, all proposal amendments provided after the initial proposal shall be submitted as page changes with each page identified by amendment number or date as well as by page number.

(d) Volume I -Technical Proposal: The offeror's technical proposal shall consist of an oral presentation and a written proposal. Instructions for preparation of the oral and written proposal are provided below.

(X) L14- ORAL PRESENTATION INFORMATION: VOLUME I PART I

(a) Offerors may conduct their oral presentation utilizing hard copy charts or any other appropriate presentational aid. The Government will provide an overhead projector and projection screen. Offerors are responsible providing all other equipment, material and software necessary for their presentation. Offerors utilizing computers must provide at least one copy on a PC formatted diskette or compact disc in a sealed envelope marked "For Oral Presentation" and applicable solicitation

number. Offerors utilizing charts must also submitted the original in a sealed envelope marked "For Oral Presentation" and applicable solicitation number. Five additional copies of the charts must also be provided.

(b) The Oral Presentation will be scheduled as soon as practicable after receipt of offers and any down-select of offerors. The Defense Supply Center Columbus (DSCC) will advise offerors of the date and time of their oral technical proposal. FAR 52.215-1, (c) Submission, modification, revision, and withdrawal of proposals will not be applied to oral presentations. Offerors that fail to show their scheduled presentation, with the exception of those delayed by an act of God and airport closures, shall be given a zero for the presentation. Others delayed by the exceptions will be rescheduled. Request for offerors to reschedule presentation will not be granted unless the request is due to an identified exception. Offerors will be allowed up to one-half hour to prepare for their presentation. Total presentation time shall be no longer than 1 hour. Question and Answer period will not exceed ½ hour and a Sample Task presentation will not exceed ½ hour (inclusive of preparation time.)

(c) The Oral Presentation shall not constitute discussions as defined in FAR 15.306 as DSCC reserves the right to award without discussions.

(d) DSCC will not inform an offeror of their strengths, deficiencies, or weaknesses during the presentation, and DSCC will not engage in discussions during the presentation.

(e) Oral Technical Presentation shall not encompass price or cost.

(f) Offeror's Presentation Team. Only members of the offeror's staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, such as the On-Site Manager, but who are not currently employed by the offeror/subcontractor, may participate in the presentation. Within those constraints offerors shall have the option of selecting the participants to make their firm's oral presentation. Offerors are encouraged to have the individual proposed to fill the key position of On-Site Manager participant in the presentation. Award of the contract to an offeror proposing to utilize a subcontractor does not constitute approval of that subcontractor under the Section I clause FAR 52.244-1 title "Subcontracts – Alternate1."

(g) Oral Technical Presentations will be held at a site to be identified at a later date. Offerors will make their oral presentation in person to the Source Selection Evaluation Board (SSEB) and DSCC representatives. The order in which offerors will make their presentations to the SSEB will be determined by a drawing of lots by the Contracting Officer after initial screening of proposals or down selection. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time.

(h) The Government will videotape each offeror's oral presentation for permanent documentation. If desired, offerors may request a copy of their presentation video at the same time a debriefing is requested.

(1) Sample Task. The Government will present a sample task to the offeror's team. The team shall be allowed to discuss for 15 minutes and present their findings within the remaining 15 minutes. The presentation will be videotaped and evaluated.

(2) Questions and Answers. After the conclusion of the Oral Presentations, the Government may ask questions for clarification purposes. Any member of the offeror's team can answer the question and is free to consult with other members of the team. Questions and answers will be videotaped and will be evaluated. The questions and answers will not count against the one-hour time limit. The Government may request clarification of any of the points addressed, which are unclear and may ask for elaboration by the offeror. This will be for clarification only and will not constitute discussions.

(i) The Government will evaluate the information presented during the presentation.
The format
of the presentation is as follows:

(1) The Oral Presentation shall begin with the presenter identifying him/herself, by name, position, and company affiliation. The offeror shall demonstrate how they plan to meet the stated requirements and that the offeror has the necessary understanding, expertise, facilities, personnel and experience to successfully accomplish the proposed work. The oral presentation should be practical and simple, providing straightforward, concise delineation of the approach the offeror will use to perform the PWS. Full and complete information must be presented to sufficiently convey the offeror's qualifications to perform the types of work required by the PWS. The offerors are allowed to use notes, not scripts, during their presentation. Promotional marketing tools should not be a part of the presentation. Prior to the commencement of the oral presentation, the Government will provide to the offeror the charts or diskette(s) to be presented. These will be the same charts or diskette(s) submitted in the sealed envelope with proposal. The originally submitted charts or diskette(s) must be used for the oral presentation. The Government will provide the Evaluators with necessary copies.

(2) At the conclusion of the Presentation or the one-hour time limit, whichever, occurs first, the Government may ask questions of the briefer. The questions and answers will not count against the one-hour time limit. After completion of the oral presentation, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the offeror.

This will be for clarification only and will not constitute discussions.

(3) Only the offeror's original presentation will be evaluated and scored. The score from the original evaluation will be carried forward if revised proposals are requested.

(X) L15 - ORAL PRESENTATION CONTENTS: VOLUME I PART I

(a) **Technical approach** is the combination of the specific resources that will be applied to the performance of the work (e.g. people, equipment, materials) the methodology or processes that will be used to accomplish the work, and the planning, controlling, and organizing necessary to optimize responsive, efficient, and effective performance, including quality management.

(b) Warehousing and Distribution Operation Processes

(1) Technical approach will quantify how the contractor's application of personnel, equipment/facilities, supplies/materials, and other resources will accomplish the work required under the contract in a responsive, efficient, and effective manner, whether by the prime or any subcontractors. Resources include:

(i) Identification of equipment/facilities for use in performance of the work (whether Government or contractor furnished) including any Government-furnished equipment/facilities which the contractor declines to use or determines to be excess.

(ii) Description of the supplies and materials for use in performance of the work and the source (government- or contractor-furnished) in sufficient detail to demonstrate an understanding of the supplies and materials required to perform the work.

(2) Process will explain how the contractor will use technical procedures and approaches to perform the work, including use of innovations or process reengineering and management of cross-organizational processes. Process includes "how the work gets done" in each functional area including:

(i) "Process maps" in sufficient detail to demonstrate an adequate understanding of major processes and subprocesses of the work from start to finish.

(ii) Diagrams or narratives of the relationship of processes to resources (personnel, equipment/facilities, and supplies/materials) and organization.

(c) Management Plan

(1) The number of all personnel (including supervisory and managerial) by skill type, skill level, and category of employment (full-time, part-time, permanent, temporary, etc.), the productive hours estimated for each, and the basis or methodology for determining adequate numbers, productive hours, effective use, and adequate supervision of personnel.

(2) Organization will explain how each functional area is designed and structured and describe the formal pattern of activities and interrelationships among the various parts of the organization. Organization includes:

(i) An organizational chart that demonstrates how management, functional areas, and support activities will be structured and titled and a line and block chart from top level management to and including first line supervisors within each organizational component.

(ii) A breakdown of the resources (personnel, equipment/facilities, and

supplies/materials)

assigned to each organizational component on the chart, including proposed cross-utilization between or among organizational components to demonstrate an understanding of the distribution of personnel, equipment, and materials required to perform the work.

(3) Management philosophy and human resources to include:

(i) The authority to be delegated to the contractor's project management and subordinate managers and supervisors within the proposed organization and how it will contribute to effective management of the work to be performed.

(ii) The provisions incorporated into the proposed contractor organization for interaction and liaison between the contractor's and the Government's personnel to ensure effective communication and problem resolution.

(iii) The type of controls the contractor will use to ensure timely and quality work by any subcontractors, the extent of any such subcontracting within the processes and organization identified, and how such subcontract work will be obtained, coordinated, and controlled.

(iv) A list of "key" positions and a corresponding position description will be included in the written portion of the proposal. Examples of key positions are site manager, financial manager, contracts manager, quality control manager, and managers of major organizational elements responsible for functional processes (work to be performed) under the contract.

(d) Special Functions

(1) Technical approach will quantify how the contractor's application of personnel, equipment/facilities, supplies/materials, and other resources will accomplish the work required under the contract in a responsive, efficient, and effective manner, whether by the prime or any subcontractors. Resources include:

(i) Identification of equipment/facilities for use in performance of the work (whether Government or contractor furnished) including any Government-furnished equipment/facilities which the contractor declines to use or determines to be excess.

(ii) Description of the supplies and materials for use in performance of the work and the source (government- or contractor-furnished) in sufficient detail to demonstrate an understanding of the supplies and materials required to perform the work.

(2) Process will explain how the contractor will use technical procedures and approaches to perform the work, including use of innovations or process reengineering and management of cross-organizational processes. Process includes "how the work gets done" in each functional area including:

(i) "Process maps" in sufficient detail to demonstrate an adequate understanding of major processes and subprocesses of the work from start to finish.

(ii) Diagrams or narratives of the relationship of processes to resources (personnel, equipment/facilities, and supplies/materials) and organization.

(e) Environmental Compliance

(1) Technical approach will quantify how the contractor's application of personnel, equipment/facilities, supplies/materials, and other resources will accomplish the work required under the contract in a responsive, efficient, and effective manner, whether by the prime or any subcontractors.

Resources include:

(i) Identification of equipment/facilities for use in performance of the work (whether Government or contractor furnished) including any Government-furnished equipment/facilities which the contractor declines to use or determines to be excess.

(ii) Description of the supplies and materials for use in performance of the work and the source (government- or contractor-furnished) in sufficient detail to demonstrate an understanding of the supplies and materials required to perform the work.

(2) Process will explain how the contractor will use technical procedures and approaches to perform the work, including use of innovations or process reengineering and management of cross-organizational processes. Process includes "how the work gets done" in each functional area including:

(i) "Process maps" in sufficient detail to demonstrate an adequate understanding of major processes and subprocesses of the work from start to finish.

(ii) Diagrams or narratives of the relationship of processes to resources (personnel, equipment/facilities, and supplies/materials) and organization.

(X) L16 - WRITTEN PROPOSAL FORMAT: VOLUME I PART 2

(a) The Offeror's written proposal shall be prepared on standard 8.5 x 11 inch paper in portrait orientation. The proposal pages shall be numbered, printed on two sides, and punched with a 3-hole punch along the left margin. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point but text included on figures and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the proposal meets the Government's readability requirement. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches x 22 inches or 17 inches x 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches.

(b) Each copy of each Volume of the written proposal shall also be submitted on a separate Double Sided, High-Density (DSHD) 3.5-inch floppy diskette (formatted at 1.44MB). All diskettes shall be readable on an IBM PC compatible system running Office 97. Each diskette shall be clearly labeled, and each label shall state the Offeror's name, solicitation number, date of submission, and the proposal volume (name and number) which is contained on the diskette. If more than one diskette is required for a volume, the diskette shall be labeled as Disk "x" of "y" (e.g. Disk 1 of 2). If there are any discrepancies between the electronic version and the hardcopy version submitted in response to this RFP, the hardcopy version will be considered binding.

(c) To aid in evaluation, proposals will be practical, straightforward, specific, concise, and complete. Proposals shall be neat, indexed/cross-indexed and logically assembled. Each proposal part shall begin with an executive summary. All pages of each part shall be appropriately numbered and identified with the date of preparation and the solicitation number. In addition to the specific requirements for each proposed part, the offeror shall provide whatever other narrative or supporting materials (matrix, charts, or graphics) considered necessary for the Government to fully understand the proposal. Cost information shall be included in the cost proposal only. Standard man-years shall be clearly defined as the total number of productive direct labor hours.

(X) L17 – WRITTEN PROPOSAL CONTENT: VOLUME I PART 2

(a) Personnel Position Descriptions: The written proposal shall contain position descriptions for each proposed labor category that will define the minimum requirements. The position descriptions shall include:

- Position
- Organizational Controls
- Minimum education requirements
- Experience substitutions for education
- Minimum general experience in years
- Minimum specific experience in years
- Specific skills, knowledge and abilities

Information that cannot reasonably be specifically identified at the time of submission shall be annotated "to be provided subsequent to contract award". Offerors are placed on notice that every effort should be made to provide as complete planning documents as possible since evaluation of the documents will be included in the technical evaluation process.

(b) Resumes: The Offeror shall provide resumes and required plans as indicated below.

Note: For any positions intended to be filled through "Right of First Refusal," Offeror shall indicate the position(s) and the words "To be Filled Through Right of First Refusal."

(1) The Offeror shall provide one (1) resume for each key person.

(2) Each resume shall be limited to two pages plus a one-page, signed letter of commitment which provides evidence of corporate intent to commit the employee in support of the contract from the date of contract award. Resume pages in excess of the page totals described above, or additional resumes or letters of commitment which are in excess of page totals described above shall be disregarded. Additionally, the offeror's "corporate executive" must certify in writing that the information on each resume provided in the Technical/Management proposal is true and complete. The Offeror shall insert this "Letter of Certification" as the last page of Volume I.

(3) Resumes shall conform to the following format:

Name: (Including maiden, if applicable)

Education: (Degree/discipline/year attained, educational institution)

Security Clearance: (List clearance(s) currently held)

Present Position: (Company and title of position)

Dates of employment (Month/year to month/year, or "to "present")

Brief description of duties and responsibilities, including supervisory experience

Number and type of personnel supervised (e.g., 12 Material Handlers, 5 Forklift Operators, etc.) Immediate supervisor name and telephone number including area code

Prior Position(s): (Include same information as provided in "Present Position," above for positions dating back to 1985. Do not include information on positions prior to 1985.)

(c) Plans: The offeror shall provide the plans indicated below:

(1) Quality Assurance/Customer Satisfaction Plan as described in **Section C-1** of the PWS.

(2) Surge, Sustainment and Mobilization Plan as described in **Section C-1** of the PWS.

(3) Transition Plan as described in **Section C-1** of the PWS.

(X) L18- PAST PERFORMANCE: VOLUME II

(a) Past performance information is relevant information for source selection purposes regarding a contractor's actions under previously awarded contracts. It includes: experience interfacing with multiple customers; ability to operate proprietary data systems; ability to meet customers requests for specific delivery time frames; ability to meet or exceed performance standards; ability to perform warehousing and distribution operations; ability to respond to unforeseen customer problems/events; ability to properly respond to changing priorities and customers requirements; ability to provide customers with prompt efficient service and ability to provide a safe industrial environment, and generally, offeror's ability to conform to specifications and to standards of good workmanship and provide a business-like concern for the interest of the customer.

(b) Offeror shall submit past performance information as part of their proposal for both the offeror and proposed major subcontractors: (This information shall be submitted two weeks prior to the closing date and mailed to Defense Supply Center, Columbus, ATTN Bid Opening Room, Bldg 20, 3990 East Broad Street, P.O. Box 16653, Columbus, OH 43216-5009. For the Courier Service, the street address is 3990 East Broad Street, Columbus, OH 43213. Mark the exterior of the package "Volume II, Solicitation SPO700-99-R-7003." Early receipt of this data will assist the Government in reducing the evaluation period).

(c) The Government may obtain and use past performance information from sources other than those identified by the offeror. Accordingly, offerors are advised to report ALL relevant sources of past performance data during the periods specified in paragraph (e). Intentional failure to fully report requested past performance information may adversely impact the evaluation of the offeror's proposal.

(d) The past performance questionnaire (survey) form, instructions and rating guidelines selected for use in this solicitation, are shown at Attachment 4. This form will be used by the Government to collect past performance information. Offerors should attempt to list at least two separate references for each prior contract performed.

(e) For both the offeror and any proposed subcontractor, the offeror shall complete Sections I and II of the "Past Performance Questionnaire" forms for: (i) each contract or subcontract for similar services completed during the last five years; (ii) all contracts and subcontracts currently in process performing Warehousing and Distribution Services. Offeror shall use the format provided at Attachment 4 and shall fully complete all blocks. These forms and supporting information shall be organized in Tabs as shown below.

(f) Offerors should send their listed private sector references a letter similar to the sample shown at Attachment 5 authorizing that source to provide past performance information to this office for evaluation. A copy of each of these authorization for release/consent letters shall be included in the offeror's proposal to allow the Government to discuss the response with the offeror during any discussions that may be held prior to award.

(g) In furnishing their list of information sources, offerors should provide a reference listing which highlights the contracts considered most similar to the Performance Work Statement in this solicitation.

(X) L19 - ORGANIZATION OF PAST PERFORMANCE INFORMATION TO BE FURNISHED: VOLUME II

(a) Tab 1 - A master index listing showing, separately for both the offeror and any proposed subcontractors, first all PRIME contracts, then all SUBCONTRACTS performed by offeror or subcontractor, which were (i) completed during the last five years or which are currently being performed

for similar services completed; and, (ii) all contracts and subcontracts currently in process performing warehousing and distribution services. List shall include the name of the organization, purchase order number, order type, total order value, description of work, names, titles and telephone numbers of persons involved in the performance of the orders. The listing shall also show major subcontractors used by the offeror in performance of work on each of these contracts. Offeror shall identify each listed contract with a sequential reference number in the left margin. Offeror shall highlight or annotate those contracts similar in size, type and complexity to the requirements of Section C of this solicitation.

(b) Tab 2 - The offeror shall organize all Past Performance Questionnaires related specifically to the offeror's past performance. If performance was as a SUBCONTRACTOR on a project, the work may be referenced at this Tab, even though the contract itself was between offeror and a prime contractor. Each Past Performance Questionnaire shall show, in the top margin of the form, the number which references the contract to the Index listing at TAB 1.

(c) Tab 3 - The offeror shall submit, for each proposed subcontractor, all Past Performance Questionnaires related specifically to proposed subcontractor's Past Performance.

(d) Tab 4 - Offerors shall provide information on any contracts which did not/do not meet original requirements with regard to either cost, schedule, or technical performance. Identify the contract both by its reference number from TAB I index, type of work, and the purchase order number. Provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letters, if applicable, or similar correspondence received on each previous contract listed and a description of any corrective action by the offeror or proposed subcontractors. Offerors should provide narrative explanations of any cost growth, cost overruns, or schedule delays encountered on the contracts listed. Offerors should NOT, however, provide other general information on their performance on the identified contracts.

(e) Tab 5 - Offerors may describe any quality awards or certifications that indicate the offeror's technical excellence in the service requested. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Indicate what segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence the qualifications still apply.

(f) Tab 6 - Discuss in detail proposed financial accounting systems which at a minimum will be used to ensure control, accountability, and reporting of financial information required by the solicitation, including estimated costs and cost to complete.

(g) Tab 7 – Offerors shall provide the company's most recent annual report.

(X) L20 - SOCIOECONOMIC PROGRAMS: VOLUME III

(a) This volume will provide details of the offeror's proposal Small, Small Disadvantaged and Women-Owned Small Business Utilization. This includes participation in the DLA Mentoring Business Agreements (MBA) Program, Javits-Wagner-O'Day Act (JWOD) Support, and the Small Disadvantaged Business Participation Program.

(b) SMALL AND SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, OR MINORITY INSTITUTIONS. In accordance with DFAR 215.304, the offeror shall identify the extent of participation of Small, Small Disadvantaged, Women-Owned Small business, Historically Black Colleges and Universities, or Minority Institutions utilization program, in the

performance of the contract and specifically address the following:

1. The extent to which such firms are specifically identified in proposals;
2. The extent of commitment to use such firms (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones);
3. The complexity and variety of the work small firms are to perform;
4. The realism of the proposal;
5. Past performance of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns, and 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan; and;
6. The extent of participation of such firms in terms of the value of the total acquisition.

NOTE: Large businesses proposing under this effort shall satisfy this requirement by submitting a Subcontracting Plan as required by FAR 19.702.

(c) DLA MENTORING BUSINESS AGREEMENT (MBA) PROGRAM. In accordance with DLAD 52.219-9002, the offeror may submit an implementation or established plan for participation in the MBA program. This program was developed to provide maximum opportunity to the small business community. Participation in the MBA program plan is elective however, proposals that demonstrate a strong commitment to affording small, small disadvantaged, and small women-owned businesses real opportunities to compete in the reengineered business environment may receive a more favorable rating for this evaluation factor than those that demonstrate a little or no commitment. These opportunities can take the form of providing assistance to make the business a strong competitor for subcontracting opportunities, becoming a valued supplier or performing a part of the contract work in conjunction with the prime through a type of teaming arrangement. There is no limit to the type of assistance the prime contract may provide to achieve its objectives. Successful proposals will be incorporated into the contract and will be monitored during contract performance.

(d) JAVITS-WAGNER-O'DAY ACT (JWOD). In accordance with DLAD 52.215-9004, the offeror may submit a proposal for participation in the qualified nonprofit agencies for the blind or other severely disabled. This Act is designed to provide the maximum practicable opportunity by which these JWOD entities may become full partners in DLA's reengineered business processes at the subcontract level. Election to participate in the JWOD program as submitted with the proposals, demonstrating a strong commitment to affording JWOD entities real opportunities to participate in the Government contracting arena (beyond the statutorily mandated use of these entities by prime contractors; see FAR 8.001 (c)), receives a more favorable rating for this evaluation factor than those that demonstrate a little or no commitment.

(e) SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM. In accordance with FAR 52.219-24 and FAR 52.219-25, the offeror may submit an implementation or established plan for participation of Small Disadvantaged Business (SDB) concerns in performance of contracts in the Standard Industrial Classification Groups as determined by the Department of Commerce. Offerors who participate in this program will receive a more favorable rating for this evaluation factor than those that demonstrate little or no commitment. SDB participation in performance of contract includes joint ventures, teaming arrangements, and subcontracts. An evaluation factor or sub factor will be given if the offeror chooses to participate, the offeror shall provide with their offers, targets, expressed as dollars and percentages of total contract value and total SDB participation by the contractor, and a total target for SDB participation by subcontractors. If an SDB offeror intends to perform as the prime contractor, the SDB offeror must waive any price evaluation adjustments. Any targets proposed will be incorporated into

and become part of any resultant contract and shall be monitored during contract.

(X) L21 – COST/PRICE PROPOSAL AND EXECUTED REQUEST FOR PROPOSAL DOCUMENTS AND CERTIFICATION: VOLUME IV

(a) Executed Request for Proposal Document and certifications shall contain the signed original of all documents requiring signature of the offeror with the exception of the signed Standard Form 1411 (if provided), Contract Pricing Proposal Cover Sheet, which shall be included in Part IV. Use of reproductions of signed originals is authorized in the second, third, fourth and fifth copies of the proposal a. Table of Contents b. SF-33, Solicitation, Offer and Award c. RFP Section K, Representations, Certifications and Other Statements of Offerors.

(1) Cost refers to all of the contractor's estimated costs --

- (i) direct
- (ii) indirect
- (iii) general and administrative expenses
- (iv) the realism of those costs.

(2) The award will be made to an offeror that has an approved accounting system as required by FAR 16.301-3. The offeror's proposal shall represent the offeror's best effort in response to the solicitation as award may be made without discussions. The Government will evaluate offers by adding together the total price for transition, base period and option to calculate the total price for the requirement.

(3) The offeror's cost proposal shall address a complete and traceable description of costs for the performance of all work. Cost proposal shall include in detail all information related to the estimated costs of the work. The cost figures must indicate maximum estimated government obligations for the base period and option years, and phase-in/phase out. Each proposed subcontractor shall submit comparable data unless exempted by FAR 15.403-1. Each offeror shall include the name and telephone number of a cognizant Government auditor or administrative contracting officer who can provide current information on offeror's cost factors.

(4) The cost proposal shall be submitted in sufficient detail for the Government to examine the basis for offerors proposed costs. It is expected that there will be adequate price competition; therefore, certified cost and pricing data may not be required. However, if at a later time it is determined that certification of such data is required, the Contracting Officer reserves the right to require certified, additional detailed cost data, and audit as determined necessary by the Contracting Officer.

(5) The offeror may submit a separate Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet, and shall submit supporting attachments for the base period, option years, phase-in, and supplemental schedules, base and option years. The following are supplemental instructions for preparation of the SF 1411 (if submitted), or documentation if other form is provided:

(i) Cost breakdown shall be provided for each major area, such as supply, labor, maintenance, and admin. etc. A copy of chart(s), if any, used in the oral presentation shall be submitted with the cost proposal. A cost breakdown shall accompany the cost proposal for each proposed contract year. Costs shall be documented to show the basis and rationale used in arriving at the amount proposed and be cross-referenced to the technical proposal.

(ii) The cost of contractor-furnished equipment shall be listed by type, quantity, and cost. A copy of the chart (s) if any, used in the oral presentation shall be submitted with the cost

proposal. The proposed method of acquisition should be shown. Any rental cost shall also be included with an analysis of why it is more advantageous than purchase.

(iii) Offeror's shall include in the proposal any inflation rates applicable to wages or other costs anticipated in the option years. All option year costs shall reflect the effect of any anticipated inflation.

(iv) Offeror shall submit any chart(s) used in the oral presentation that indicates numbers of personnel, equipment and supplies with the cost proposal.

(v) The Offeror shall submit one additional copy, notwithstanding the five copies requested above, on disk using Microsoft Office 97.

SECTION M, EVALUATION FACTORS FOR AWARD

(X) M01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-1

This solicitation incorporates the following provisions by reference, with the same force and effect as if they were given in full text. The World Wide Web has many sites to view the references in full text; however, upon request, the Contracting Officer will make their full text available.

FAR PROVISIONS

FAR 52.217-5 Evaluation of Options (JUL 1990)

FAR 52.219-24 Small Disadvantaged Business Participation Program Target (JAN 1999)

DLAD PROVISIONS

52.215-9003 SOCIOECONOMIC SUPPORT EVALUATION (OCT 1996)

52.215-9005 JAVITS-WAGNER-O'DAY ACT (JWOD) SUPPORT EVALUATION (DEC 1997)

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (MAY 1996)

(X) M02 - ALL OR NONE (APR 1984) DSCC 52.215-9C08

Offers must be submitted for all of an individual item or all of each group of contract line items (CLINs) listed below to be evaluated for a single contract award. Offers for less than all of a single item or all CLINs comprising the group will be rejected.

CLIN/Groups 0001-0011 AND 5001-5009.

(X) M03 - EVALUATION FACTORS FOR AWARD

(a) The following conditions shall be met in order to be eligible for award:

(1) The offeror must be determined responsible according to the standards in FAR subpart 9.1.

(2) The offeror's proposal must comply with the requirements of law, regulation, and all conditions set forth in the solicitation.

(3) The offeror's proposal must demonstrate a clear understanding of the nature and scope of work required. Failure to provide a realistic, reasonable and complete proposal may reflect lack of understanding of the work requirements of the contract and may result in a determination that the offeror's proposal is unacceptable. The Government does not assume a duty to search for clarification data to cure problems or inconsistencies with an offeror's proposal.

(b) This acquisition is being conducted as a cost comparison study under OMB Circular No. A-76. There will be two phases leading to the determination to either award a contract or retain the requirement for in-house (federal civilian workforce) performance.

(1) The first phase will be a best value contractor source selection conducted in accordance with FAR 15.1, Source Selection. A firm fixed-price contract will be awarded as a result of this source selection if determined most economical as addressed above. The objective of this best value process is to select the offeror whose proposal provides the greatest overall benefit in response to the requirement. Consequently, the Government will perform a source selection in accordance with the procedures found in FAR 15.1, Source Selection. The Government will select the offeror whose proposal represents the best value in response to the requirement. The offeror selected in phase one of the source selection will be the offeror who is (i) deemed responsible in accordance with FAR Part 9; and (ii) whose proposal is determined by a comparative assessment of the evaluation criteria (factors) and general considerations listed below to be the best value to the Government. The Government reserves the right to select other than the lowest proposed overall cost/price since the Government is more interested in obtaining superior performance than lowest price. However, the Government will not pay a price premium that it considers to be disproportionate to the benefits associated with the proposed margin of service superiority. The offeror whose proposal represents the best trade-off between performance and cost (price) will be the offeror selected in phase one of the source selection. The process will provide an impartial, equitable, and comprehensive evaluation of each offeror's proposal, and related capabilities. Subjective judgment on the part of Government evaluators is implicit throughout this source selection. The best value is represented by the most advantageous offer conforming to the solicitation and demonstrating the best value to the Government in terms of price, past performance, technical proposal, and special programs participation.

(c) The evaluation factors, in descending order of importance, are as follow:

- (1) Price (All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.)
- (2) Past Performance
- (3) Technical
- (4) Socioeconomic Programs

(d) Evaluation of Price. The offered price will be used in conjunction with the other factors to determine the proposal that represents the best value to the Government. Price will not be numerically scored, but it will be evaluated to determine completeness, realism, and reasonableness as defined below:

- (1) Completeness – will be evaluated by assessing whether the proposal contains costs to perform all tasks required by Request for Proposal.
- (2) Realism – will be evaluated by assessing the compatibility of proposal costs with proposal scope and effort.
- (3) Reasonableness – will be evaluated through cost or price analysis techniques as described FAR Subpart 15.4.

(e) Evaluation of Past Performance. The Government will evaluate past performance using a two-tier approach. In the first tier, the Government will evaluate the relevance of the past performance, and the risk associated with the offeror's past performance taking into account safety, reliability, financial strength, responsiveness to customers, conformance to specifications and standards, and containment of costs. In the second tier the Government will assess the total overall risk associated with the offeror's ability to successfully perform the proposed effort considering the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative

capability of the offeror and the other competitors. The lack of performance history is not grounds for disqualification for award under this solicitation.

(1) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees; other Government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of period of performance, complexities of the services provided, actual performance under Subcontracting Plans, socioeconomic proposal utilization, or Mentoring Business Agreements will result in the Government evaluating past performance and will not eliminate offeror from the overall review and evaluation of proposal for this RFP.

(2) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated: experience interfacing with multiple customers; ability to operate proprietary data systems; ability to meet customers requests for specific delivery time frames; ability to meet or exceed performance standards; ability to perform warehousing and distribution operations; ability to respond to unforeseen customer problems/events. This is a matter of judgment. Offerors will be given an opportunity to address unfavorable reports of past performance, and the offeror's response or lack thereof, will be taken into consideration.

(3) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; ability to properly respond to changing priorities and customers requirements; ability to provide customers with prompt efficient service and ability to provide a safe industrial environment. The offeror's performance on Subcontracting Plans, socioeconomic proposals, support to Javits-Wagner-O'Day Act Entity and mentoring Business Agreements that have been incorporated into contracts will also be considered.

(f) Evaluation of the Technical Proposal. The evaluation of each subfactor will consider completeness and clarity, degree of compliance with the solicitation and the risk that the approach will be unsuccessful as proposed. Evaluation of the Technical Proposal will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of what is considered acceptable. The Government is seeking to determine whether the offeror demonstrates a thorough understanding of the scope and complexity of the work and the need to protect government property, employees, and the public. This is a matter of judgment. Offerors retained in the competitive range will be given an opportunity to address deficiencies in their proposal. The offeror's response, or lack thereof, will be taken into consideration in the final evaluation. An unsatisfactory rating for any subfactor listed for the Technical Proposal will render the entire Technical Proposal unsatisfactory.

The following subfactors are listed in descending order of importance:

- a. Transition Plan
- b. Surge, Sustainment and Mobilization Plan
- c. Quality Assurance / Customer Satisfaction Plan
- d. Warehousing and Distribution
 - 1) Warehousing & Distribution Operation Processes
 - 2) Management Plan

a) Organization

b) Key Personnel Capability Assurance Strategy

3) Performance of Special Functions

e. Environmental

(g) Socioeconomic Participation

a. Subcontracting Plan (including business opportunities for small, small disadvantaged, and women owned businesses). The socioeconomic portion of the Subcontracting Plan provided by the offeror under DLAD 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposal for socioeconomic support will be made a part of any resulting contract for use in determining if the contractor has adhered to any subcontracting, or socioeconomic plan. These plans will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the Contracting Officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

b. The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements. Those offerors who demonstrates their commitment to the MBA program by submitting a plan is advised that any agreement(s) will be compared with the proposal contained in the contract with DLA to ensure that it adequately reflects the mentor's obligations expressed within the contract. Identification of established parameters for involvement under the program and assistance already undertaken must be addressed.

c. The JWOD Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors in accordance with DLAD 52.215-9005, Javits-Wagner-O'Day Act Entity Support Evaluation (DEC 1997). An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD-qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Command activity as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

d. The Small Disadvantaged Business (SDB) Participation program proposal provided by the offeror under FAR 52.219-24 will be evaluated on a comparative basis among all offerors in accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JAN 1999). An offeror who proposes targets, expressed as dollars and

percentages of total contract value and total SDB participation by the contractor, and a total target SDB participation by subcontractors will receive a higher rating on this factor during the source selection process. The evaluation of the targets and percentages will assess the offeror's intention of assisting the SDB participation in joint ventures, teaming arrangements, and subcontracts. This proposal will be incorporated into and become part of any resultant contract and shall be monitored during contract performance.

(X) M04 - EVALUATION FOR DOWN-SELECT

After receipt of written proposals, the contracting officer will perform a down-select based on the proposals received (Technical Proposal), past performance and price. Only those offerors remaining after the down-select will be invited to present oral presentations.

(X) M05 - GENERAL CONSIDERATIONS

(a) Pre-Award Survey. A Pre-Award Survey (PAS) may be conducted as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offeror's capability to meet the requirements of the solicitation.

(b) Acceptability of Offers: The Offeror's proposal must comply in all material aspects with the requirements of law, regulation and conditions set forth in the solicitation. The proposal must meet all mandatory solicitation requirements. The Government will confirm each offeror's ability to comply with the minimum requirements of the RFP on a pass/fail basis. An offer will be considered acceptable if, and only if, the offeror signs the SF 33, thereby promising to meet all terms, conditions and minimum performance requirements specified in the solicitation and completes all required certifications and representations.

(X) M06 - IN-HOUSE VERSUS CONTRACTOR DECISION

Once a best value contractor has been selected, it must be compared with the in-house cost estimate (IHCE) to determine the most cost-effective mode of operation. The following paragraphs address this comparison:

(a) To ensure equity and fairness, the Source Selection Authority (SSA) must be satisfied that the best value contract offer and the IHCE are based on the same level of performance and performance quality. To facilitate a comparison between the two, the Government team which prepares the most efficient organization (MEO) (upon which the IHCE is derived) will also prepare a Technical Performance Plan (TPP). The TPP will be the Government's version of the Technical Proposal (Volume I) described in Section L. The TPP will be sealed in one envelope and the MEO and IHCE will be sealed in a second envelope prior to receipt of contractor proposals. Once a best value contractor has been selected, the TPP will be evaluated to ensure it meets the Government's minimum requirements specified in the PWS, including any additional amendments or changes in performance and performance quality accepted by the Government, resulting from the evaluation process.

(b) The SSA will be given the TPP, as well as the color/adjectival ratings and proposal risk ratings of the best value contractor. The SSA will not have access to the MEO and IHCE at this time. If the SSA believes that they represent a comparable level of performance and performance quality, he will direct completion of the cost study, the IHCE will be opened, the cost comparison form will be completed, and the cost comparison decision will be made. However, if the SSA does not believe that they represent a comparable level of performance and performance quality, he will direct that the Government's TPP be adjusted to a comparable level. Once the SSA is satisfied that equity has been achieved, the IHCE will be revised (either up or down) as necessary to reflect the changes made to the TPP. Upon completion,

the revised IHCE will be opened, the cost comparison form will then be completed, and the cost comparison decision made. In all cases, the IHCE is not known to the SSA or any member of the evaluation process prior to the comparison.

END OF SOLICITATION